

**BROWN COUNTY**  
**LAND AND WATER CONSERVATION DEPARTMENT**  
Tree Planting Machine Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Brown County (lessor) and its duly authorized agents acting on behalf of Brown County as authorized and directed by the Brown County Board, and:

\_\_\_\_\_  
(Land Owner or Renter)

\_\_\_\_\_  
(Mailing Address)

herein after called the lessee, for the use of the tree planting machine owned by Brown County. The lessee is hereby granted the use of the tree planting machine to plant \_\_\_\_\_ amount of trees on the following described property in Brown County:

Section \_\_\_\_, T\_\_N, R\_\_E in the Town of \_\_\_\_\_. In consideration of the use of the tree planting machine, the lessee agrees as follows:

1. To provide a suitable tractor (at least 40 horse power with a 3-point hitch) with operator to pull the machine.
2. To provide the manpower for the planting of the trees.
  - a. 1 person to drive the tractor
  - b. 1 person planting trees
3. To pay Brown County for the use of the machine at the following rates:
  - a. \$15.00 per 1,000 trees
  - b. \$25.00 security deposit (refundable to lessee after Brown County LWCD inspection)
  - c. Full payment must accompany this contract
  - d. Make checks payable to Brown County LWCD
4. To purchase trees to be planted and pay cost of the transportation to the site of planting such trees. As Lessee, I hereby agree to release, waive, hold harmless, Brown County and its officials, officers, agents and employees from any and all liability for any harm, injury, or damage which I may suffer while in position or for operation of, transportation of the above described equipment for its intended use.
5. To provide transportation for the machine to and from the site of planting. This machine is mounted on a rubber tire trailer which has a 2-inch ball hitch and a standard four prong trailer light hook-up. This planter should be towed no faster than 55 MPH.
6. I agree to assume all liability for all damages and repairs to the equipment, including loss of use, for any damages caused to the equipment by improper use, or negligence and/or intentional misuse of the lessee equipment and further agree to report all such damage to lessor.
7. The lessee accepts that they are in possession of the equipment for assigned days, and upon completion of use will deliver the equipment to next person scheduled. The tree planter must be delivered according to the schedule. The last party on the list, when completed, will return the planter to the Wisconsin Department of Natural Resources.
8. The lessee accepts that upon completion of use of the planter, excess soil and vegetative debris will be cleaned off the machine before transporting to the next person scheduled.

IN WITNESS WHEREOF the parties have hereto caused this agreement to be executed the day and year first above written on behalf of the Brown County by their duly authorized agents.

\_\_\_\_\_  
(Signature of Landowner or Renter)

Return Completed Contract to: **Brown County LWCD**  
**2019 Technology Way**  
**Green Bay, WI 54311**